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23. The usage data CLECs will need to bill access charges on interstate calls is available in BellSouth's systems, and the originating access records made in the switch must be provided to AT&T. To provide terminating usage records by Carrier Identification Code ("CIC") for each line for each AT&T customer served via unbundled local switching, a program needs to be developed to sort the records associated with AT&T's customers from those belonging to other CLECs and BellSouth. In other words, BellSouth needs to provide each CLEC with records showing its customers' calls to and from particular IXCs. See Ameritech Michigan, ¶ 330. While this is certainly feasible, BellSouth has not yet done so.

24. Notwithstanding the apparently contrary representation in BellSouth's brief in this proceeding (Brief at 55), BellSouth witness William Stacy admits that BellSouth is not capable of generating and transmitting access charge records as part of the Daily Usage File provided to CLECs:

The ODUF [Other Local Exchange Carrier ("OLEC") Daily Usage File] does not contain the usage data which would allow a CLEC to bill an interexchange carrier for the provision of access. BellSouth is developing the capability to include this information as an enhancement to ODUF.

Affidavit of William N. Stacy (OSS) ¶ 106 (emphasis added). BellSouth offers no hint as to when the necessary enhancements to the Daily Usage File are likely to be completed, but states that in the interim it "will provide this information in paper form which will enable a CLEC to bill for the provision of access." Id. As far as I am aware, at no time prior to its application

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in this proceeding did BellSouth suggest to AT&T that the necessary access charge records would or could be provided in "paper form."

25. The AT&T-BellSouth Interconnection Agreement, Attachment 6 § 9.1 provides: "In the event that either Party does not temporarily have the ability to send or receive data via CONNECT: Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth." This provision allows the parties to continue to function in the event of a temporary emergency. It provides no support for BellSouth's apparent assertion that it satisfies its duty to provide the information necessary to permit a CLEC to bill and collect access charges by vaguely offering paper records pending enhancement of the Daily Usage File, however long that might take and without regard to whether AT&T or other CLECs can reasonably be expected to use paper records to bill access charges in a commercial environment.

26. Until BellSouth completes the necessary enhancements to the Daily Usage File, it cannot plausibly claim it is offering or providing CLECs with the necessary billing data in a form that is even reasonable -- much less comparable or equivalent to the way it provides the data to itself. Further, any such enhancements to the Daily Usage File must be coordinated with AT&T and other CLECs to permit them to complete the programming and other systems development that will be necessary for them to connect, read, and process the access data.

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27. The lack of progress in this area reflects BellSouth's refusal to discuss the issues related to billing for access charges until September 12, 1997. As a result, even in the exceedingly limited circumstances in which BellSouth agrees that it must provide AT&T with access records to permit AT&T to bill and collect interstate exchange access charges, BellSouth is in no position to do so today. Until BellSouth develops and deploys some appropriate system to apportion switching usage data by carrier and by line for each CLEC, BellSouth will not be in a position legitimately to offer to provide the necessary access data.

**D. BellSouth Is Not Providing Billing And Usage Data Necessary For CLECs To Bill And Collect Reciprocal Compensation For Terminating Local And IntraLATA Calls.**

28. BellSouth takes the position that CLECS providing service using unbundled network elements are not entitled to bill and collect reciprocal compensation on calls to their customers. Therefore, BellSouth believes it has no obligation to develop the capability to provide CLECs with the data necessary to permit them to bill and collect reciprocal compensation from other carriers. BellSouth is not providing the usage and billing data necessary for CLECs to bill and collect reciprocal compensation from other carriers for terminating local calls (absent "bill and keep" arrangements) and intraLATA toll calls.

29. BellSouth claims that it recently acquired the ability to provide "MOU based switching and transport elements for all local calls originating from [unbundled local switching- line ports]." Letter from Mark L. Feidler (BellSouth) to William J. Carroll

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(AT&T) (September 12, 1997) (Attachment 1) at 4. However, BellSouth makes no claim that it can provide the billing and usage data necessary to permit CLECs to bill and collect reciprocal compensation on local or intraLATA toll calls terminating to CLEC customers served via unbundled local switching purchased from BellSouth.

30. While BellSouth has exchanged traffic with other carriers and billed and collected reciprocal compensation for decades, it did not need to record terminating usage on local calls on a per line basis or generate records showing terminating usage to each line by each carrier, because BellSouth was the only carrier entitled to collect reciprocal compensation on calls terminated on its network. As competition develops, however, multiple carriers will be providing local service using unbundled local switching purchased from BellSouth, and therefore BellSouth must measure and record this terminating usage on a per line basis. Until BellSouth develops and deploys some appropriate mechanism to identify and record terminating usage data on local and intraLATA toll calls by carrier and by line, BellSouth will not be in a position legitimately to offer to provide the data necessary for CLECs that purchase unbundled local switching to bill and collect reciprocal compensation.

31. One of BellSouth's witnesses, Mr. Milner, describes at some length the recent enhancements to BellSouth's CRIS billing system, which allow BellSouth to "produce a bill mechanically for usage charges if a CLEC purchases unbundled switching from

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BellSouth." Affidavit of W. Keith Milner ¶¶ 57-60 & Exhibit WKM-12.<sup>4</sup> As noted above, the capability that BellSouth claims to have achieved as of August 14, 1997, involves billing for unbundled local switching only on originating local traffic.<sup>5</sup> Even as to the usage data that BellSouth claims it can now provide, however, the bills that BellSouth has sent to AT&T are wholly inadequate for AT&T to evaluate the information generated by the new system to confirm that it is either accurate or reasonably reliable on a test basis, much less in a commercial environment. See generally In re Consideration of BellSouth Telecommunications, Inc's Entry Into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 1996, Docket, No. 960786-TL (FL PSC November 19,

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<sup>4</sup> In June BellSouth told the Florida Public Service Commission that it could not generate usage sensitive billing data for unbundled network elements electronically. See In re: Petitions by AT&T Communications of the Southern States Inc et. al, Docket Nos. 960833-TP, 960846-TP, BellSouth's Response and Memorandum in Opposition to AT&T's Motion to Compel Compliance (filed June 23, 1997), at 8 n.3. (Attachment 4); see also In the Matter of Consideration of BellSouth Telecommunications, Inc's Entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996, Docket No. 960786-TL, Testimony of W. Keith Milner, Transcript of Hearing at 782, 845-46 (September 3, 1997) (Attachment 5); BellSouth Telecommunications, Inc., Direct Testimony of W. Keith Milner Before the Mississippi Public Service Commission, Case No. 97-AD-321 (September 15, 1997) at 20 (Attachment 6).

<sup>5</sup> See Letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T) (September 12, 1997) (Attachment 2) at 4 ("As of August 14, 1997, BellSouth has the capability to bill the MOU based switching and transport elements for all local direct dialed calls originating from ULS-LP (or in this case, UNE-Ps)") (emphasis added); In re: Consideration of BellSouth Telecommunications, Inc.'s entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996, Docket No. 960786-TL, Testimony of Robert C. Scheye, Transcript of Hearing at 1706-1711, 1736-42 (September 5, 1997) (Attachment 7).

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1997) ("we find that BellSouth has not demonstrated that it can bill for unbundled local switching on a usage sensitive basis").

32. Mr. Milner admits that the first production of bills using the new system occurred on September 25, 1997. Nonetheless, he suggests that the system must be producing reliable data, because he is not aware of any "CLEC complaints regarding the format, contents or accuracy of the bills produced" since that date. Affidavit of W. Keith Milner ¶ 60. Exhibit 12 to Mr. Milner's affidavit purports to be "a copy of a test bill generated to verify the accuracy of the" new process. Id.

33. The paper bills that AT&T received from BellSouth on October 30, 1997 for its Florida UNE test lines bear little resemblance to the example attached to Mr. Milner's affidavit. See e.g., BellSouth October 20, 1997 Bill to AT&T (Attachment 8). First, although AT&T ordered unbundled network elements for each of the 25 lines that are part of the Florida test, 21 were provisioned as resale. Consequently, the bills for those lines contain no information on unbundled network elements. Even as to the four orders that were provisioned and ostensibly billed as unbundled network elements, however, the bills AT&T received do not contain the "Detailed Statement of Regulated Charges" shown on page two of the exhibit to Mr. Milner's affidavit.<sup>6</sup> Instead, the bills AT&T received show a lump sum

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<sup>6</sup> BellSouth appears to have provisioned four of the lines on this bill as unbundled network elements: 220-1377, 558-9215, 652-6028, and 673-0200. The other lines were provisioned as  
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due for "Monthly Service." See Attachment 8. The bill for three of the four Florida test lines that were provisioned as UNE also includes separate charges for vertical features that should be reflected in the switch charge. See Attachment 8 at 2 (line 3), 16 (lines 108, 109, 110, and 111), and 17 (line 118) . Finally, the bills contain unexplained charges and credits for services added and removed, which seem to bear no relationship to the services or features AT&T ordered. See, e.g., Attachment 8 at 17 (lines 120 and 121).

34. Mr. Milner acknowledges that the BellSouth employees who participated in the so-called end-to-end testing of unbundled local switching explicitly noted that insufficient time and resources had been allotted for testing of BellSouth's ability to bill for unbundled local switching. Affidavit of W. Keith Milner ¶ 8. Mr. Milner is at great pains to explain that this only means that the usage sensitive billing system had not been completed in time for testing. Id. The fact remains, however, that BellSouth's newly acquired ability to bill for usage-sensitive unbundled network elements has not been adequately tested internally by BellSouth or in tests with other carriers or in actual commercial use. AT&T's limited experience with the system demonstrates that there is considerable work to be done before anyone can be confident the data generated by the new system are reasonably accurate and reliable.

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<sup>6</sup> (...continued)

resale, and the bill for each of them includes a subscriber access charge.

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35. Since October 30, 1997, when AT&T received the CRIS bills from BellSouth, AT&T has been trying to schedule a meeting with BellSouth to review the bills. BellSouth recognized that the October bills contained significant errors, and suggested that any meeting to review the bills be postponed until after the next cycle of bills is processed. AT&T continued to press for a meeting, and finally, on November 21, BellSouth agreed to meet to review the bills on Monday afternoon, November 24.

**E. BellSouth Restricts Access To Vertical Features That Are Part Of The Unbundled Local Switch.**

36. In defining the unbundled switching element to include "all vertical features that the switch is capable of providing, including custom calling, CLASS features, and Centrex," the Commission explicitly rejected RBOC arguments that vertical features are available to competing providers only through the resale provisions of Section 251(c)(4). Local Competition Order, ¶¶ 412-13. The Commission also declined "to require further unbundling of the local switch into a basic switching element and independent vertical feature elements," but observed that state commissions would be free to consider whether CLECs should be permitted to order vertical features as "separate network elements." Id., ¶ 414. The Eighth Circuit affirmed the Commission's regulations on vertical features. Iowa Utilities Board, 120 F.3d at 808-810.

37. Nevertheless, in two respects, BellSouth is not offering access to the vertical features of the unbundled local switch in accordance with the requirements of the Act



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and the Commission's regulations. First, BellSouth proposes to charge CLECs \$8.28 for access to the vertical features that should be provided as part of the unbundled local switching element. Second, BellSouth denies access to vertical features except as they are being used in existing BellSouth retail services.

**1. BellSouth's SGAT will impose separate non cost-based rates for vertical features.**

38. BellSouth's interconnection agreement with AT&T as well as its SGAT recognize that vertical features are part of the unbundled local switching element.<sup>7</sup>

Nevertheless, in addition to a monthly flat-rate for each switch port, and usage-sensitive charges of \$.0002 for "end office trunk port-shared per MOU" and \$.0021 for "end office switching function per MOU," BellSouth proposes to charge CLECs another monthly

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<sup>7</sup> The interconnection agreement and the SGAT define local switching as:

all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software.

AT&T Interconnection Agreement, Attachment 2, § 7.1.1; SGAT (October 30, 1997) Attachment C ¶ 5.1.1 at 7 of 58; see Affidavit of Alphonso J. Varner, ¶ 112.

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recurring charge of \$8.28 for access to the vertical features of the switch. SGAT § VI.A. 1. f., Appendix A at 4, 5, 16 n.8. As described in the Affidavit of Gregory R. Follensbee, this aspect of BellSouth's SGAT is inconsistent with the cost-based rate requirement of Section 252(d).

39. The only justification BellSouth ever has suggested for proposing this additional charge for access to vertical features of the unbundled local switching element is that "[t]he Eighth Circuit decision found that vertical features such as Caller I.D., Call Waiting, and Call Forwarding qualify as network elements."<sup>8</sup> In context, however, it seems clear that in upholding the Commission's conclusion that the entire functionality of the switch, including vertical features, should be available under Section 251(c)(3), the court of appeals was not approving double recovery for vertical features.<sup>9</sup> The decision of the court of appeals

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<sup>8</sup> In the Matter of Application by BellSouth Corporation, BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. for Provision of In-Region InterLATA Services in South Carolina, CC Docket No. 97-208, Affidavit of Alphonso J. Varner, ¶ 10; see In re Entry of BellSouth Telecommunications, Inc. Into InterLATA Toll Market, Docket No. 97-101-C (SCPSC), Comments of BellSouth Telecommunications (August 25, 1997) at 4.

<sup>9</sup> Before the Eighth Circuit, BellSouth and the other petitioners unsuccessfully argued that vertical features such as caller I.D., call waiting, and call forwarding are "actually finished services and that the legislative history and structure of the Act suggest that 'services' were not meant to be unbundled but rather sold to the requesting carrier for resale under subsection 251(c)(4)." 120 F.3d at 809. The court of appeals concluded that the Commission had properly rejected the argument: "Our agreement with the FCC's determination that the Act broadly defines the term 'network element' leads us also to agree with the Commission's conclusion that operator services, directory assistance, caller I.D., call forwarding, and call

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therefore provides no support for BellSouth's intention to charge CLECs once for all the features, functions, and capabilities of the unbundled local switch, and then charge them again for access to the vertical features of the switch.

40. BellSouth's proposal to double charge CLECs for the vertical features of the unbundled local switching element is anticompetitive and discriminatory. It is anticompetitive because it will effectively preserve some part of the very substantial margins that BellSouth currently enjoys on providing services with vertical features. It is discriminatory because BellSouth pays once to obtain the right to use all the functionality of the switch, while CLECs would be required to pay both the economic cost of providing unbundled local switching, including all of its functionality, plus separate and additional charges for access to the vertical features of the switch. See Affidavit of Gregory R. Follensbee.

**2. BellSouth denies access to vertical features of the switch  
except as they are offered in existing BellSouth retail services.**

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<sup>9</sup> (...continued)

waiting are network elements that are subject to unbundling." 120 F.3d at 809; see also id. (features like "caller I.D., call waiting, and call forwarding are vertical 'features' that are provided through the switching hardware and software that are also used to transmit calls across phone lines" and thus "qualify as network elements as well"); id., at 810 (operator services, directory assistance, caller I.D., call forwarding, and call waiting "satisfy the definition of 'network element'; consequently they are subject to the unbundling requirements of subsection 251(c)(3)").

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41. One of the significant competitive advantages of purchasing unbundled local switching as opposed to reselling a BOC's retail services is that a CLEC that purchases unbundled local switching is not constrained by the BOC service definitions or tariff restrictions, but is free to use the switch to provide new services or new combinations of services. While BellSouth's interconnection agreement with AT&T and its SGAT purport to "offer all the functionality of its switches," including vertical features, BellSouth does not specifically offer to make available to purchasers of the unbundled local switch the ability to offer new services or combinations of services not offered by BellSouth. See SGAT VI., A.

42. Kentucky is the one jurisdiction in which BellSouth purports to recognize its obligation to provide UNE combinations that include unbundled local switching. Although formal testing is not yet underway, on September 30, 1997, AT&T submitted two preliminary test orders in Kentucky. In one of the orders, AT&T sought to purchase an existing combination of unbundled network elements, including switching, for a particular customer and requested the addition of a new service "Call Hold." The second order requested an existing combination of unbundled network elements and the addition of "900" number blocking.

43. BellSouth refused to process either of the orders. See Letter from Jill Williamson (AT&T) to Jo Sundman (BellSouth) (October 3, 1997) (Attachment 9). BellSouth

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explained that "Call Hold" was only available as part of a BellSouth retail service that included several additional features:

Call hold can be ordered in Prestige Communication Service (PCS) in the Kentucky GSST Tariff A.12.16. Call Hold cannot be ordered as a stand alone feature and is either ordered with User Transfer/Conferencing (A12.16.3.B.4) or with User Transfer/Conferencing and Call Pickup.

Letter from Jo Sundman (BellSouth) to Jill Williamson (AT&T) (October 3, 1997)

(Attachment 10). As to 900 number blocking, BellSouth explained that the feature was available only as part of a BellSouth tariff offering that blocks both 900 numbers and 976 numbers. Id.

44. AT&T continued to press BellSouth to provide the features in Kentucky, as well as in Florida and Tennessee without success. Letter from Jill R. Williamson (AT&T) to Jo Sundman (BellSouth) (October 8, 1997) (Attachment 11); Letter from Jill R. Williamson (AT&T) to Foster Haley (BellSouth) (November 3, 1997) (Attachment 12).

Finally, more than a month after AT&T had requested these features, but only days before BellSouth filed its application in this proceeding, BellSouth responded by asserting that it was "currently working on the technical issues" raised by AT&T's request, but reiterating that "Call Hold must be ordered with User Transfer or with User Transfer and Call Pickup as part of Prestige service" and 900 blocking "can only be ordered associated with 976 blocking."

Letter from Jo Sundman (BellSouth) to Jill R. Williamson (AT&T) (November 3, 1997)

(Attachment 13). BellSouth suggested that AT&T use Line Class Codes to accomplish the 900

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number blocking and initiate the BFR process to determine whether Call Hold could be provisioned without the other features offered in BellSouth's tariff. *Id.* (Attachment 13).

45. In contrast to its initial refusal to provision AT&T's orders for the features, however, in November BellSouth attempted to couch its refusal to provide the features as a "limitation[] of the switch." If Call Hold cannot be provided separately due to some limitation in the switch that BellSouth identified in the intervening month, however, initiating the BFR process, as BellSouth suggested, would be futile. BellSouth's refusal to provision the orders appears to rest on nothing more substantial than the fact that its retail offerings are structured differently.

46. While the unbundled local switching element that AT&T pays for includes the capability of providing both the "call hold" service feature and 900 number blocking, BellSouth refuses to permit AT&T to use these features to serve its customers.<sup>10</sup>

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<sup>10</sup> As described above, the Louisiana commission has adopted BellSouth's notion that AT&T should be billed for unbundled network elements at resale rates, if the services provided by AT&T with combinations of unbundled network elements duplicate tariffed BellSouth services. Although the Louisiana commission has indicated that providing different vertical features than offered in BellSouth's tariffs is insufficient to distinguish AT&T services, BellSouth's refusal to provide access to vertical features except as offered in its tariffs effectively precludes AT&T from taking advantage of the vertical features in the switch to create new service offerings.

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**F. BellSouth Is Not Providing Or Offering Nondiscriminatory Access To Customized Routing.**

47. When a CLEC purchases the unbundled local switching element, it obtains the right to use the capability of the switch to provide customized routing. See Local Competition Order ¶ 412 (finding that, in unbundling its local switching capability, a BOC must provide all "technically feasible customized routing functions provided by the switch.") BellSouth is not providing or offering nondiscriminatory access to customized routing in accordance with the requirements of the Act.

48. A critical component of AT&T's entry strategy is to use its own operator services and directory assistance ("OS/DA") centers. AT&T believes that its OS/DA centers are a valuable asset that differentiate its services from those of its rivals, and that it is important to provide its own operator and directory assistance services to its local service customers. To accomplish this entry strategy, AT&T needs operator and directory assistance calls from AT&T local service customers to be routed from BellSouth's switch to AT&T's OS/DA centers. This can be accomplished by using either Line Class Codes ("LCCs") or Advanced Intelligent Network (AIN) architecture to provide what is variously called "customized" or "selective" routing of OS/DA traffic.

49. BellSouth claims that customized routing "will be provided through BellSouth's proposed AIN based selective carrier routing service upon successful completion of the trial of that service. In the interim, BellSouth provides selective routing through line

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class codes to any requesting carrier." SGAT § VI., A., 2; Affidavit of Alphonso J. Varner, ¶ 118; see also AT&T-BellSouth Interconnection Agreement ¶ 19. AT&T's experience with BellSouth in Georgia, however, demonstrates that customized routing is not yet available using line class codes. On its face, the SGAT reveals that customized routing is not yet available through AIN either. See AT&T-BellSouth Interconnection Agreement ¶ 19.

**1. BellSouth is not providing customized routing using line class codes.**

50. Using line class codes to provide selective or customized routing requires assignment of codes defining the "class of service" provided by each carrier and the appropriate routing of specific call types. Each switch must be programmed to recognize the line class code assigned to each of the lines served by that switch. For example, one line class code might identify AT&T customers with basic residential service, whose calls to directory assistance or operator services should be routed to AT&T OS/DA centers. A different line class code would identify BellSouth basic residential customers, whose directory assistance and operator services calls would be routed to BellSouth operator and directory assistance services.

51. AT&T and BellSouth have been attempting to use line class codes to provide customized routing to AT&T's OS/DA platform for AT&T resale customers in Georgia for the past seven months. I understand that the line class codes have been installed. In field tests, however, AT&T and BellSouth identified a number of problems in completing operator and directory assistance calls from Lucent 5ESS switches in BellSouth's network.



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AT&T-BellSouth Local Operator Services and Directory Assistance Site Report and Service Evaluation (Aug. 8, 1997) at 7 (Attachment 14). For example, 0- and 0+7 digit calls from the 5ESS switch went to "reorder" when they had to be routed through a tandem. *Id.* at 2. This problem in implementing line class codes in the 5ESS switch is of particular significance to BellSouth's claim that customized routing is available today in Louisiana using line class codes, since 5ESS switches constitute approximately 33% of BellSouth's standalone end office switches in Louisiana.<sup>11</sup> The proposed solution for the problems encountered on 0- and 0+7 digit calls from the BellSouth 5ESS switch is to install direct trunks from the 5ESS switch to AT&T's OS/DA platform. The trunks between AT&T's OS/DA platform and the BellSouth 5ESS switches were not installed until the day after BellSouth filed its application in this proceeding.

52. Moreover, in Georgia, BellSouth has imposed significant, unreasonable and discriminatory logistical hurdles to implementation of customized routing on a commercial basis. First, although BellSouth employees are not required to provide line class codes when provisioning orders for BellSouth's own customers, BellSouth has asserted that AT&T will be required to identify the appropriate line class code on the Local Service Request for each new customer. BellSouth has attempted to require AT&T to provide this information even though

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<sup>11</sup> In addition, Siemens Stromberg Carlson DCO switches represent another 16% of the BellSouth switches in Louisiana, but were not included as part of the AT&T-BellSouth field test in Georgia.

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the LSR form that AT&T submits to BellSouth for each new customer identifies the class of service to be provisioned for the customer. With this information BellSouth can determine and implement the appropriate line class code for the customer. For CLECs, however, BellSouth has constructed an information process flow through its legacy operations support systems that does not flow the CLEC-provided class of service information to the organization that is responsible for implementing line class codes. The burden BellSouth is attempting to impose on AT&T and other CLECs is clearly discriminatory.

53. Further, today there is no field for identifying line class codes on the standard industry LSR. Modifying AT&T's systems to provide the line class code information in the "Remarks" field of the LSR, using a so-called "floating" field identification ("FID"), as BellSouth has suggested, would require a substantial investment of time and money. In addition, using the remarks field to identify the appropriate line class code also means that orders for AT&T customers, although transmitted electronically, will drop out for manual processing. Because AT&T already provides BellSouth with the information BellSouth needs to identify the appropriate line class code, both the additional expense to AT&T and the barrier to efficient processing of orders for its customers are completely unnecessary. BellSouth's failure to use the data it already has to provision orders for AT&T customers is certainly no basis for imposing additional costs on AT&T or other BellSouth competitors.

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54. Second, BellSouth also has raised a significant hurdle to efficiently changing the line class codes for the thousands of local resale customers AT&T has in Georgia today. AT&T suggested that it would submit a single order, requesting that the class of service for each of its existing local resale customers be changed to provide for routing to AT&T's OS/DA platform. BellSouth, on the other hand, proposes to have AT&T submit a change order for each customer. BellSouth has also suggested that it would begin by converting 100 customers per business day. At that rate, however, it would take at least five additional months to route operator and directory assistance calls from all of AT&T's existing local resale customers to AT&T's OS/DA platform. Unless BellSouth can significantly increase the pace of the conversions, it would be nearly a year between the time AT&T sought customized routing and the time all of its existing local resale customers' operator services and directory assistance calls would be routed to AT&T OS/DA centers.

55. Customers whose orders for AT&T local service are only partially processed present particularly difficult logistical problems. Simply identifying these customers will be difficult, because the orders may be anywhere in the processing continuum at AT&T or at BellSouth. Ideally, the orders for these customers would be provisioned to have their operator and directory assistance calls routed to AT&T's OS/DA platform from the beginning. Otherwise, AT&T and its customers will suffer the inconvenience and unnecessary expense of having the class of service for each of the customers changed immediately after it is

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established. At this point, the parties have not agreed on a procedure for assuring that these orders are correctly provisioned.

56. Thus, seven months after AT&T ordered customized routing to its OS/DA platform for its resale customers in Georgia, BellSouth remains unable to provide customized routing. AT&T's resale customers cannot access AT&T's OS/DA platform; instead they continue to receive BellSouth branded services. In light of the substantial practical issues that remain to be negotiated, it is unclear when BellSouth will be able to provide customized routing to AT&T's OS/DA platform for AT&T customers in Georgia or anywhere else.

**2. BellSouth is not providing customized routing using Advanced Intelligent Network.**

57. BellSouth is not currently offering to provide customized routing with AIN. Affidavit of Alphonso J. Varner, ¶ 118. As Mr. Varner admits, AIN will not be available in Louisiana until "successful completion of the trial of that service," *id.*, which is scheduled for the end of the year.

58. AT&T has argued consistently that the preferred solution to customized routing is the use of AIN triggers, because it is significantly easier to administer and is the much better long term solution. The AIN solution for customized routing involves three basic steps: 1) activation of the switch triggers; 2) development of service control point ("SCP")

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data base software that will provide routing instructions to the switch; and 3) establishing an administrative process for updating the SCP data base.

59. BellSouth no longer disputes the technical feasibility of using AIN to provide customized routing. Letter from D. R. Hamby to Lawrence St. Blanc, July 24, 1997 (Attachment 15). Again, the issue is implementation. BellSouth has stated generally that it expects to make AIN available in Louisiana by the "second or third quarter of 1998." Id. AT&T and BellSouth plan to test the BellSouth AIN proposal at the end of this year. Even as described by BellSouth, however, the AIN proposal is discriminatory, because it does not appear to permit AT&T customers to reach AT&T directory assistance using all of the dialing options that are available to BellSouth customers. See Affidavit of W. Keith Milner, Exhibit WKM-11. In any event, a promise of future implementation of AIN is no evidence that BellSouth currently provides customized routing in accordance with the requirements of the Act. Ameritech Michigan Order, ¶ 55.

**II. BELLSOUTH IS NOT PROVIDING OR OFFERING NONDISCRIMINATORY ACCESS TO OPERATOR AND DIRECTORY ASSISTANCE.**

60. As the number of telecommunications services providers increases, it becomes increasingly difficult for consumers to distinguish among providers and, consequently, more important for each provider to find ways to distinguish itself from the competition and establish a strong identity in the minds of consumers. "Branding" or labeling telecommunications services by, for example, announcing the name of the provider at the

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beginning of an operator services call helps the provider establish its distinct identity in the marketplace and enhances name recognition. As the Commission recognized, "brand identification is critical to reseller attempts to compete with incumbent LECs and will minimize consumer confusion. Incumbent LECs are advantaged when reseller end users are advised that the service is being provided by the reseller's primary competitor." Local Competition Order, ¶ 971.

61. The Commission concluded therefore that "a providing LEC's failure to comply with the reasonable, technically feasible request of a competing provider for the providing LEC to rebrand ... in the competing provider's name, or to remove the providing LEC's brand name, creates a presumption that the providing LEC is unlawfully restricting access ... by competing providers" to operator services and directory assistance in violation of Section 251(b)(3) of the Act. In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, et al., Second Report and Order (August 8, 1996) ("Local Competition Second Report") ¶¶ 128, 148; see Local Competition Order ¶ 971 (refusal to provide technically feasible rebranding of operator and directory assistance services is presumptively an unreasonable restriction on resale). Unless it is technically infeasible, therefore a CLEC should have the option of having operator and directory assistance services provided to its customers under its own brand or without any brand.

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62. BellSouth claims that branded operator and directory assistance services are available in Louisiana. SGAT, ¶ VII.,B.,3.; C.,5; Affidavit of Alphonso J. Varner, ¶¶ 129,136; see AT&T-BellSouth Interconnection Agreement, Attachment 2, §§ 8.3.2.1.15. 8.4.2.2. AT&T's experience with BellSouth in Georgia demonstrates that BellSouth is no more able to provide either branded or unbranded operator and directory assistance services for AT&T resale customers than it is able to provide customized routing.

63. Until customized routing is available in Georgia, AT&T has sought to ensure that BellSouth not use its own brand name when providing operator and directory assistance to AT&T's resale customers. The Georgia commission agreed. In the arbitration between AT&T and BellSouth in Georgia, the Georgia commission said:

The Commission finds that it is technically feasible and appropriate for BellSouth to brand operator and directory service calls that are initiated from those services resold by AT&T. If for any reason BellSouth finds that this is not possible to implement for AT&T, BellSouth shall revert to generic branding for all local exchange service providers, including itself.

In re: Petition by AT&T for Arbitration of Interconnection Rates, Terms and Conditions with BellSouth Telecommunications, Inc. Under the Telecommunications Act of 1996, Docket No. 6801-U (December 4, 1996) at 30 (emphasis added in part).

64. AT&T and BellSouth executed an interconnection agreement for Georgia in February, 1997. While BellSouth has been unable to provide customized routing to AT&T's OS/DA platform in the intervening months, in April, 1997, BellSouth began branding

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its own directory assistance service for the first time. Consequently, since April, calls to directory assistance from AT&T resale customers have been branded with the BellSouth brand.

65. Under the Georgia commission's order, once BellSouth began branding services to its own customers it was required to supply the AT&T brand on services to AT&T resale customers or stop branding all services. AT&T therefore protested that BellSouth should not be providing BellSouth-branded directory assistance to AT&T resale customers: "Until BellSouth is able to provide AT&T with AT&T branded services, BellSouth must revert to generic branding for all affected services including operator services, directory assistance services and repair calls that are initiated from services resold by AT&T." Letter from William J. Carroll (AT&T) to Charlie Coe (AT&T) (June 2, 1997) (Attachment 16).<sup>12</sup>

66. BellSouth refused to unbrand its services. During a meeting in June, 1997, BellSouth stated that it was willing to provide AT&T-branded or unbranded directory assistance services exclusively for AT&T customers, but that developing the capability to do this would delay implementation of customized routing to AT&T's OS/DA platform, because

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<sup>12</sup> See also Letter from Charles B. Coe (BellSouth) to William J. Carroll (AT&T) (May 20, 1997) (Attachment 17) at 2 ("Currently, AT&T Georgia has advised BellSouth that it intends to order Selective Routing on resold lines and will route AT&T end-user Operator and Directory Assistance calls to its own platform. Furthermore, AT&T has indicated that its current Directory Assistance resold service readiness lines are to be branded"); Letter from William J. Carroll (AT&T) to Charles B. Coe (BellSouth) (May 6, 1997) (Attachment 18) at 2 ("Section 19 [of the interconnection agreement] requires BellSouth to brand all services and elements as AT&T Services and Elements, unless BellSouth unbrands such services for itself, in which case AT&T shall be provided unbranded services and elements.")



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similar work with line class codes was required and the same people would be involved in both projects.

67. AT&T insisted that BellSouth complete implementation of customized routing to AT&T's OS/DA platform as expeditiously as possible. Because BellSouth could not provide AT&T-branded or non-branded services for AT&T resale customers without interfering with implementation of customized routing, AT&T demanded that BellSouth stop branding all services, in accordance with the explicit requirements of the Georgia commission's order.

68. Discontinuing BellSouth branding on all directory assistance services could have been accomplished by simply disabling the BellSouth brand announcement, with a minimal expenditure of time and energy. Further, in my view, a temporary suspension of branding until BellSouth could comply with its obligations under the Act would not have resulted in any significant disruption of service or customer inconvenience, especially since BellSouth had only recently begun branding directory assistance.

69. Nonetheless, BellSouth continues to use its own brand on all of its services, including those resold by AT&T. According to BellSouth, it had no obligation to stop branding its own services, because it had "offered" AT&T-branded or unbranded services, pending implementation of customized routing to the AT&T OS/DA platform. AT&T should not be forced to forego timely access to customized routing to receive AT&T-branded or